IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

38A/582 (1)

FILED

1987 AUG 24 PM 3:49

GEORGE L. POTTER, CLERK

MELISSA KAY BATTS SINGER

VS.

NO. 87D-1614

MICHAEL KARL SINGER

BOOK 9987 PG 160

FINAL JUDGMENT

This cause came to be heard August 24, 1987 before the Honorable James R. Everett, Jr. Judge of the Probate Court of Davidson County, Tennessee; upon the Complaint for Absolute Divorce, personal service, pendente lite support order, testimony of the parties, statement of counsel, the Property Settlement and Collateral Agreement and the entire record. The Court finds that the parties have suffered irreconcilable differences and this union should be dissolved. The Court further finds that other affirmative relief should be granted and the Property Settlement and Collateral Agreement should be adopted and made a part of the Final Judgment in this cause.

It is therefore ORDERED that MELISSA KAY BATTS SINGER is granted an absolute divorce upon the grounds of irreconcilable differences.

It is further ORDERED that the Property Settlement Proposal is ratified in its entirety and is as follows:

0162683
IDENTIF. ➔ REFERENCE

96 MAR 21 PM 4:03
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

FILED

'87 AUG 24 PM 3:16

GEORGE LARCENER, CLERK

MELISSA KAY BATTS SINGER

VS.

NO. 87D-1614

MICHAEL KARL SINGER

BOOK 9987 PG 161

PROPERTY SETTLEMENT & COLLATERAL AGREEMENT

Come the parties MELISSA KAY BATTS SINGER & MICHAEL KARL SINGER and would respectfully show that grave domestic difficulties have developed between them resulting in the filing of this action. They have made an honest effort to reconcile their differences, however up through the present date they feel their differences are irreconcilable and they will be unable to live together peacefully together again. They would submit this proposal as full and complete agreement covering custody and support and a full adjudication of their property and marital rights as a result of their union. If the court finds that grounds for divorce exist they would submit this agreement to the Court and ask its ratification and inclusion as a part of any final judgment that the court may render.

1. It is agreed that MELISSA KAY BATTS SINGER will proceed on the grounds of irreconcilable differences.

2. MELISSA KAY BATTS SINGER will be granted exclusive custody of Michael Karl Singer, Jr. & Charles Daniel Singer, the minor sons of the parties. MICHAEL KARL SINGER will be granted visitation every-other weekend from Friday 5:00 P.M. until Sunday 5:00 P.M. He shall further have visitation on the Wednesday evening between visitations from 4:00 P.M. until 8:30 P.M. and at other reasonable times to be agreed by the parties. This agreement may be further amended by the subsequent written agreement of the parties and signed by the Court to cover specific holidays, holiday seasons, summer visitation and other appropriate periods.

3. MICHAEL KARL SINGER shall pay the amount of $131.25 each week as child support into the office of the Clerk by wage assignment continuing the present pendente lite support order. Further, commencing February 1, 1989, this amount shall be increased by .5% per year. MICHAEL KARL SINGER acknowledges he is aware this amount may be amended or adjusted upon his bringing this matter before the Court on a Petition to Modify or change based upon a material change of circumstance.

4. The parties are divested from their realty located at 808 Heritage Circle Madison, Tennessee 37115 and the following realty of the parties is revested in MELISSA KAY BATTS SINGER.

> LAND in Davidson County, Tennessee being Lot. No. 225, on the plan of Revised Phase Two, Heritage Square, as of record on Plat Book 5200, page 378, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.
>
> BEING the same property conveyed to Mike K. Singer and wife Melissa K. Singer by Deed from Randall J. Ensminger & wife Sharon E. Ensminger of record in Book Page Register's Office of Davidson County, Tennessee.

MELISSA KAY BATTS SINGER shall be responsible for the mortgage payment and all other expenses incident to the ownership of this realty from the date of any final judgment of divorce.

5. MELISSA KAY BATTS SINGER is further awarded the furnishings and appliances and all fixtures that are presently located in 808 Heritage Circle Madison, Tennessee 37115, which she understands and has been informed is free and unencumbered.

6. MELISSA KAY BATTS SINGER is awarded her Mercury Capri automobile.

7. MICHAEL SINGER is awarded all of her personalty, and other personal items which he has presently moved from the home and that he has in his possession.

8. MICHAEL KARL SINGER is awarded his 1967 Chevrolet automobile and the rocking chair that is presently in the home of the parties that belongs to his grandmother.

9. MICHAEL KARL SINGER has agreed to be responsible for one-half of the college and educational expenses of the children in a recognized and accredited undergraduate or graduate program where they are enrolled and maintained as regular students under the admission guidelines and standards of the college or university.

10. MICHAEL KARL SINGER shall be responsible for any lien or any money due on any of the furnishings, appliances or fixtures within the home of the parties.

11. Each party shall be resposible for their respective attorney fees and the Defendant shall pay the cost of this cause.

This 14th day of August, 1987. BOOK 9987 PG 163

Melissa K. Singer
MELISSA KAY BATTS SINGER

Sworn to and subscribed before me
this 14th day of August, 1987.

Deborah Starkey
NOTARY PUBLIC
My commission expires: 9/11/90

Michael Karl Singer
MICHAEL KARL SINGER

Sworn to and subscribed before me
this 14th day of August, 1987.

[illegible]
NOTARY PUBLIC
My commission expires:
Mar 11, 1991

It is further ORDERED that upon the adoption and ratification of the Property Settlement & Collateral Agreement that each and every provision thereof becomes a judgment of this Court.

The Defendant shall pay the costs of this cause.

This 24th day of August, 1987.

JUDGE

BOOK 9987 PG 164

EDWARD J. GROSS,
Attorney for Plaintiff

I hereby certify that a true and exact copy of the foregoing Final Judgment has been forwarded to Mr. Mike Singer, c/o 808 Heritage Circle, Madison, Tennessee 37115; this 24th day of August, 1987.

STATE OF TENNESSEE BOOK 9987 PG 165

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the PROBATE Circuit Court for Davidson County, Tennessee, on the 24 day of AUGUST , 19 87 , in the Case Number 87D1614 between SINGER, MELISSA KAY Plaintiff, and SINGER, MICHAEL KING Defendant, as same remains of record in Book 038A , Page 00582 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 31 day of JANUARY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Clay M. Parker
Deputy Clerk

SEAL

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